

# EXHIBIT 1

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STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

MICHIGAN MILLERS MUTUAL  
INSURANCE COMPANY a/s/o  
Avon Star, LLC and 59 Avon, LLC,

2013-134311-NZ  
JUDGE MCMILLEN

Plaintiff,

v.

13-  
Hon.

-NZ

LANCER INSURANCE COMPANY,

Defendant.

\_\_\_\_\_  
Bruce N. Moss (P36588)  
**BLACK & MOSS, P.C.**  
2301 W. Big Beaver Rd., Ste. 720  
Troy, MI 48084  
248-458-0600  
Attorneys for Plaintiff  
\_\_\_\_\_

**COMPLAINT AND JURY DEMAND**

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this Complaint pending in this Court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a Judge.

**NOW COMES**, Plaintiff, Michigan Millers Mutual Insurance Company, as subrogee of Avon Star, LLC and 59 Avon, LLC, by and through its attorneys, Black & Moss, P.C., and for its Complaint against Defendant, states as follows:

**JURISDICTION AND VENUE**

1. Plaintiff, Michigan Millers Mutual Insurance Company ("Michigan Millers") is a Michigan insurance corporation, duly authorized and licensed to insure property in the State of Michigan with its principal offices located in the City of Lansing, County of Ingham, State of Michigan.

2. At all times hereto pertinent, Michigan Millers insured Avon Star, LLC and 59 Avon, LLC (hereinafter referred to jointly as "Avon"), a commercial establishment, pursuant to the terms of a certain policy of insurance being Policy No. C010284110.

3. That on or about December 29, 2012, Lancer Insurance Company (hereinafter "Lancer"), was the "No-Fault" insurer of a certain 1996 Lincoln Towne Car limousine owned by Metro Party Bus and Limousine Corporation and Pete's Limousine, Inc., located at 2239-2241 Star Court, Rochester Hills, Michigan 48309, bearing Michigan license plate number CE22354.

4. The Lincoln Towne Car limousine was parked inside the building at 2239-2241 Star Court, Rochester Hills, Michigan, when its electrical system short-circuited and caused a fire which resulted in damage to the leasehold and personal property of Plaintiff's subrogors, Avon.

5. As a result of the damage sustained by Avon, it made claim to the Plaintiff, Michigan Millers, as required by Avon's policy of insurance, and Michigan Millers was obligated and did pay to Avon sums in excess of Two Hundred Forty-Eight Thousand, Eight Hundred Seven and 49/100 (\$248,807.49), and has become subrogated to the extent of its payments to the rights of Avon against the Defendant herein named.

6. That at all times hereto pertinent, Lancer was the "No-Fault" insurer of the Lincoln Town Car limousine previously described.

7. That the amount in controversy exceeds Twenty-Five Thousand (\$25,000.00) Dollars.

**COUNT I**  
**LIABILITY OF LANCER INSURANCE COMPANY UNDER THE "NO-FAULT" ACT**

8. Plaintiff hereby incorporates by reference paragraphs 1 through 7, as if the same were repeated herein verbatim.

9. That on December 29, 2012, Lancer had in effect "No-Fault" coverage for the vehicle of Metro Party Bus and Limousine Corporation and Pete's Limousine, Inc., as previously identified, which provided for, among other things, One Million Dollars in property coverage.

10. Lancer's policy was issued in conformity with Michigan's "No-Fault" Act being MCLA 500.3101 et seq; MSA 24.13101 et seq.

11. Lancer was properly notified of the incident involving the fire at Avon and provided with substantiation of the losses incurred and more than thirty days have expired since Michigan Millers submitted its proofs to Lancer.

12. That under the terms and conditions of said insurance policy, Lancer is obligated to pay on behalf of its insured, Metro Party Bus and Limousine Corporation and Pete's Limousine, Inc., property protection benefits to Michigan Millers, as the subrogee of Avon, without regard to fault, as well as, actual attorney fees.

13. That as a direct and proximate result of the damages sustained by Avon, Michigan Millers is entitled to recover from Lancer damages in excess of Two Hundred Forty-Eight Thousand, Eight Hundred Seven and 49/100 (\$248,807.49), for monies it has been obligated to pay to its insured, Avon, and actual attorney fees in an amount to be determined by this Honorable Court.

**WHEREFORE**, Michigan Millers Mutual Insurance Company hereby requests that this Honorable Court enter judgment in its favor and against the Defendant, Lancer Insurance Company, together with actual costs and attorney fees as permitted by Michigan's "No-Fault" Act.

Respectfully submitted,

**BLACK & MOSS, P.C.**

By: /s/ Bruce N. Moss  
Bruce N. Moss (P36588)  
Attorneys for Plaintiff  
2301 W. Big Beaver Rd., Ste. 720  
Troy, MI 48084  
248-458-0600

Dated: May 31, 2013

**DEMAND FOR TRIAL BY JURY**

**NOW COMES** Plaintiff, Michigan Millers Mutual Insurance Company, as subrogee of Avon Star, LLC and 59 Avon, LLC, by and through its attorneys, Black & Moss, P.C., and hereby demands a trial by jury in the above-captioned matter.

Respectfully submitted,

**BLACK & MOSS, P.C.**

By: /s/ Bruce N. Moss

Bruce N. Moss (P36588)

Attorneys for Plaintiff

2301 W. Big Beaver Rd., Ste. 720

Troy, MI 48084

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Dated: May 31, 2013